

## UNITED STATES DISTRICT COURT

for the

U.S. District of Camden Vinconge  
Civil TCA Division

Case No. \_\_\_\_\_

(to be filled in by the Clerk's Office)

Danielle L Antonelli

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

EASTTory Estates LLC

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Jury Trial: (check one) ☐ Yes ☒ No

**COMPLAINT FOR A CIVIL CASE ALLEGING THAT THE  
DEFENDANT OWES PLAINTIFF A SUM OF MONEY**  
(28 U.S.C. § 1332; Diversity of Citizenship)

**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address

Danielle AntonelliPO Box 1444Blackwood CamdenState of NJ, 08012856-473-8264dantonelli2385@yahoo.com**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

## Defendant No. 1

Name  
 Job or Title (if known)  
 Street Address  
 City and County  
 State and Zip Code  
 Telephone Number  
 E-mail Address (if known)

Fairways Apartments  
 property management  
 1501 Old Blackhorse Pike  
 Blackwood, Camden  
 State of New Jersey, 08012  
 908 276 2351  
 n/a

## Defendant No. 2

Name  
 Job or Title (if known)  
 Street Address  
 City and County  
 State and Zip Code  
 Telephone Number  
 E-mail Address (if known)

Tory Estates LLC  
 property management  
 1801 Broad Acres Dr  
 Clementon, Camden  
 New Jersey, 08021  
 908 276 2351  
 n/a

## Defendant No. 3

Name  
 Job or Title (if known)  
 Street Address  
 City and County  
 State and Zip Code  
 Telephone Number  
 E-mail Address (if known)

Rosemary Spahn  
 morgan Properties  
 2 South Avenue West  
 Cranford NJ, 07016  
 New Jersey, 08066  
 908-276-2351  
 n/a

## Defendant No. 4

Name  
 Job or Title (if known)  
 Street Address  
 City and County  
 State and Zip Code  
 Telephone Number  
 E-mail Address (if known)

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Under 28 U.S.C. § 1332, federal courts may hear cases in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000. In that kind of case, called a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff. Explain how these jurisdictional requirements have been met.

**A. The Plaintiff(s)**

1. If the plaintiff is an individual

The plaintiff, (name) Daniel L. Anderson, is a citizen of the  
State of (name) New Jersey.

2. If the plaintiff is a corporation

The plaintiff, (name) \_\_\_\_\_, is incorporated  
under the laws of the State of (name) \_\_\_\_\_,  
and has its principal place of business in the State of (name) \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

**B. The Defendant(s)**

1. If the defendant is an individual

The defendant, (name) \_\_\_\_\_, is a citizen of  
the State of (name) \_\_\_\_\_. Or is a citizen of  
(foreign nation) \_\_\_\_\_.

2. If the defendant is a corporation

The defendant, (name) Tony Estates LLC, is incorporated under  
the laws of the State of (name) New Jersey, and has its  
principal place of business in the State of (name) Cranford, New Jersey.  
Or is incorporated under the laws of (foreign nation) n/a,  
and has its principal place of business in (name) Blackwood, Clementon  
New Jersey.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

**C. The Amount in Controversy**

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

40,000.00 - this was amount paid for the lease term not including ABA violation and not having a certificate of occupancy. (Reasonable Accommodation denied)

**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The defendant, (name) EAST COAST TAY ESTATES, owes the plaintiff (specify the amount) \$ 40,000.00, because (use one or more of the following, as appropriate):

**A. On a Promissory Note**

On (date) \_\_\_\_\_, the defendant signed and delivered a note promising to pay the plaintiff on (date) \_\_\_\_\_ the sum of (specify the amount) \$ \_\_\_\_\_ with interest at the rate of (specify the amount) \_\_\_\_\_ percent. The defendant has not paid the amount due and owes (state the amount of unpaid principal and interest) \$ \_\_\_\_\_. A copy of the note is attached as an exhibit or is summarized below. (Attach the note or summarize what the document says.)

**B. On an Account Between the Parties**

The defendant owes the plaintiff (specify the amount) \$ 40,000.00 This debt arises from an account between the parties, based on (state the basis, such as an agreement between a credit-card company and a credit-card holder) LEASE on apartment with no c/o, violation of ADA rights (reasonable accommodations), excessive unusual late fees, security deposit kept plus a charge on credit

The plaintiff sent the defendant a statement of the account listing the transactions over a certain period and showing the bills sent, the payments received or credits approved, and the balance due. The defendant owes (specify the amount) \$ 40,000.00. Copies of the bills or account statements are attached as exhibits or summarized below. (Attach the statements or summarize what they say.)

ledger for 2017-  
 ledger for 2018  
 ADA violation - Reasonable Accommodations denied with dr, note  
 \* felt worse due to stroke hospitalized  
 proof of Early termination Lease Agreement  
 took med safety kit  
 security deposit kept in the amount 3120.00  
 bill for charge on credit report claiming to owe back money.



**C. For Goods Sold and Delivered**

The defendant owes the plaintiff (specify the amount) \$ \_\_\_\_\_, for goods sold and delivered by the plaintiff to the defendant from (date) \_\_\_\_\_ to (date) \_\_\_\_\_.

**D. For Money Loaned**

The defendant owes the plaintiff (specify the amount) \$ \_\_\_\_\_, for money the plaintiff loaned the defendant on (date) \_\_\_\_\_.

**E. For Money Paid by Mistake**

The defendant owes the plaintiff (specify the amount) \$ \_\_\_\_\_ for money paid by mistake to the defendant on (date) \_\_\_\_\_, when the defendant received the payment from (specify who paid and describe the circumstances of the payment)

**F. For Money Had and Received**

The defendant was paid money (specify the amount) \$ 3110.00 on (date) 8/15/2018 by \_\_\_\_\_ (identify who paid and describe the circumstances of the payment)

Danielle Antonelli - 40,000.00 in rent with no job.  
Danielle Antonelli (tenant and plaintiff) - Security deposit

It is unjust for the defendant not to pay the plaintiff the money received because (explain the reason, such as that the money was intended to be paid to the plaintiff, or was paid by coercion, duress, or fraud, or was an overpayment or a deposit to be returned) ① Illegal eviction with no Certificate of occupancy.

② Kept security deposit and month rent in advance

③ ADA violations - Architectural Barriers of 1968

④ Toxic mold safety Act

⑤ charged illegal late fees

**IV. Relief**

① excessive fine for search, trash bag, paint and carpet.

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

① ADA violation - Architectural Barriers of 1968

② ADA Title II handicap parking

③ Reasonable Accommodation denied with letter from PCL

I am seeking back the rent paid for two years, unjust late fees, multiple charge for trash removal (ceaus) 2 coats of paint and new carpet mandatorily with pets

**V. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 4/31/2020

Signature of Plaintiff

Printed Name of Plaintiff

Danielle Antorch  
Danielle Antorch

**B. For Attorneys**

Date of signing: pro se

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

na

# CONSENT TO ENTER JUDGMENT FOR POSSESSION (TENANT VACATES)

Plaintiff <u>East Coast</u> <u>Tony Estates</u> v. Defendant <u>Danielle Antonelli</u>	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: SPECIAL CIVIL PART <u>Camden</u> COUNTY LANDLORD-TENANT DIVISION DOCKET # LT - <u>3874-19</u>  <b>CONSENT TO ENTER JUDGMENT (TENANT          REQUIRED TO VACATE)</b>
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## THE TENANT AND LANDLORD HEREBY AGREE THAT:

- The Tenant **AGREES TO THE IMMEDIATE ENTRY OF A JUDGMENT FOR POSSESSION AND THAT THE WARRANT OF REMOVAL MAY ISSUE AND BE SERVED UPON THE TENANT AT THE LANDLORD'S REQUEST, AS PERMITTED BY LAW. THE LANDLORD AGREES THAT THE WARRANT OF REMOVAL CANNOT BE EXECUTED (NO EVICTION) UNTIL July 15<sup>th</sup> ("THE MOVE OUT DATE"), UNLESS THE TENANT FAILS TO COMPLY WITH PARAGRAPH 2(B).**

- Check one of the following:

A. ☒ The Tenant shall pay no money, or

B. ☐ The Tenant shall pay \$ \_\_\_\_\_, as follows:

landlord reference

*Parties will sign an  
Early termination agreement.*

- If the Tenant does not make all payments required in paragraph 2(B) of this Agreement, the Tenant agrees that the Landlord, with notice to the Tenant, can file a certification stating when and what the breach was and that the warrant of removal can then be executed upon, as permitted by law, prior to the agreed upon MOVE OUT DATE.
  - ~~EVEN IF THE TENANT DOES MAKE ALL PAYMENTS REQUIRED IN PARAGRAPH 2(B), TENANT STILL AGREES TO MOVE NO LATER THAN July 15<sup>th</sup>. IF THE TENANT DOES NOT MOVE BY THAT DATE, LANDLORD CAN HAVE THE TENANT EVICTED, AS PERMITTED BY LAW. THE 30 DAY PERIOD TO EXECUTE UPON A WARRANT OF REMOVAL IS AGREED BETWEEN THE LANDLORD AND TENANT TO BE EXTENDED TO INCORPORATE THE MOVE OUT DATE.~~**

DATE: 6/13/19

[Signature]  
Landlord's Attorney

Landlord

*\* no c/o illegal eviction  
\* fraud claim for non payment  
\* kept security and prior background  
collect by*

Danielle Antonelli  
Tenant's Attorney

Tenant

NOTE: THE CERTIFICATION BY LANDLORD AND THE CERTIFICATION OF LANDLORD'S ATTORNEY (IF THE LANDLORD HAS AN ATTORNEY) ARE ATTACHED HERETO.